BENGALURU METROPOLITAN TRANSPORT CORPORATION
Central Offices:: Shanthinagar:: Bangalore

Proceedings of the Pre-Bid meeting held on 13.02.2024 regarding procurement of 820 BS-VI Buses agains tender number
Tender No :BMTC/2023-24/IND 0052 Dtd.09.02.2024

Present:	Committee Members
Sl. No.	Officers
1	Chief Mechanical Engineer, BMTC
2	Controller of Stores and Purchase, BMTC
3	Accounts Officer, BMTC

Companies	
Sl No	Representatives
1	Anand Kumar, RSM - Govt Sales South - Tata Motors Ltd.,
2	Bharat Rajagopalan, Head Institutional Sales - M/s Ashok Leyland Ltd.,
3	Ramasesha Sastry, Sr Manager, STU Sales - M/s Ashok Leyland Ltd.,
4	Sri. Manjunath, General Manager, Arvind Motors

The Chief Mechanical Engineer, BMTC welcomed the committee members and also the representatives of chassis manufacturers and informed that the Tender No:BMTC/2023-24/IND 0052 Dtd.09.02.2024 floated for procurement of 820 Nos BS-VI fully built city type buses requiered for BMTC. The tenderers were informed that detailed specifications of Chassis and bus body along with documents related to tender terms and conditions are available in the Karnataka Public Procurement Portal. The queries submitted by the firms and the decision of BMTC are as under:

Sl No	Particulars	As per Tender	Amendment Requested/ Justification by the company	Decision of BMTC
M/s. Tata Motors Ltd.				
1	RFP DOCUMENT Page14Point 27.1- Purchaser's right to vary Quantities at Time of Award	27.1. The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. In case of upward revision, depending upon the requirement of buses mutually agreed delivery schedule will be furnished.	Please add"subject to additional period of delivery"	Agreed

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2	RFP DOCUMENT Page22Point 14.2- Warranty	This warranty shall remain valid for 36 months or 2.50 lakhs km whichever is earlier after the Goods or any portion thereof as the case may be, have been commissioned after registration with the concerned Government Authorities. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:	Please amend this with "whichever is earlier from the date of invoice".	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
3	RFP DOCUMENT Page 23 Point 15.3 - Payment	Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after the receipt and acceptance of the goods at the Purchaser mentioned destination mentioned in SCC or submission of the invoice or claim by the Supplier whichever is later.	Please split the payment into 30:70 ratio. 30% should be given as mobilization advance and 70% at the time of supply.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
4	RFP DOCUMENT Page 24 Point 19.1 - Assignment	The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.	Please insert the line "however, the supplier shall be allowed to get the performance from its Authorised dealer/Channel Partner without seeking any prior approval/ consent from the Purchaser."	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

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5	RFP DOCUMENT Page 24 Point 21.2 - Delays in the Supplier's Performance	If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.	Please amend this with "within 7 days".	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
6	RFP DOCUMENT Page 24 Point 22.1 - Liquidated Damages	Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.	Please amend this with 3 %.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

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7	RFP DOCUMENT Page 25 Point 24 - Force Majeure	24.1. "Neither party shall be liable for any failure to perform its obligations hereunder where such failure is as a result of acts of God (including fire, flood, earthquake, storm, Hurricane or other natural epidemic, disasters, war, invasion, act of foreign enemies, hostilities (whether war is declared or not)), civil war, terrorist activities, Govt. sanction, blockage, embargo or any such events which are beyond the reasonable control of the parties. Notice informing such occurrence shall be sent the other party within 3 days of such occurrence 24.2 However, the acts such as labour disputes, strikes, lockouts or any such industrial unrest in organization of the supplier shall not be considered for such failures". 24.3 During the existence of any of the above conditions, the supplier shall be excused from delivering the products to the buyer and the buyer shall be at liberty to purchase the product elsewhere to that extent during such period but shall again resume off take from the supplier, on receipt of the suppliers notice of readiness to resume performance. 24.4 Similarly, the buyer shall be at liberty to refuse to accept the supplies from the supplier and the supplier shall be at liberty to sell the product elsewhere during the period (when the buyer is unable to receive the supplies from the Supplier), but the supplier shall again resume supplies on receipt of the buyer's notice of readiness to resume acceptance	Please remove the requirement of giving notice as the proof of delay may not be available. Please also consider these acts in the list of force majeure event. Please delete these paras as liberty for buyer to purchase buses from elsewhere is detrimental in the interest of TML. Liberty to TML to sell buses elsewhere is also detrimental as these buses are customize according to seller which may not be resell elsewhere.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

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8	RFP DOCUMENT Page 30 Point 4.1 - Incidental Services (GCC Clause 12)	Lifetime upgradation/ renewal of software or tech tool is to be done by successful bidder on free of cost basis with be with life time validity.	Please amend this with up to warranty period i.e. 3 years.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
9	RFP DOCUMENT Page 30, Point 4.2 - GUARANTEE ON FUEL PERFORMANCE	a) The BS-VI fully built bus supplied under this tender shall achieve a target HSD KMPL of 4.14 and the shortfall in the KMPL performance of these buses will be calculated as described at below point (e.)	KMPL Target setting A.1) Instead of KMPL Target setting, we propose to fix it for each year individually. For this last 3 Months KMPL performance Data of Min & Max KMPL achieved for the division, to be considered jointly by BMTC and OEM for fixing the target. Average KMPL for the last 3 months to be calculated for each division and Average KMPL with more than 10% Variation vehicles to be considered as Low KMPL buses. Also, for KMPL calculation we need to finalize one fixed route and the vehicles which are having low KMPL need to be tested on this fixed route only for each division. Instead of KMPL guarantee on entire fleet, OEM to prove the average KMPL for the each region/division on one fixed route and joint trial can be conducted for the same. A.2) KMPL depends upon the road condition, Load condition, idle time of vehicle during trip, number of start stop operations, driving habits, duty cycle, Tyre maintenance as per OEMs recommendations, usage of genuine oils and lubricants & maintenance to be done with skilled/trained manpower.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
10	RFP DOCUMENT Page 32 Point 5 - Billing and Payment (GCC Clause 15) (This clause as per KG-2 is amended to read as below)	5.3 Payment will be made within 30 working days from the date of receipt and acceptance of fully built buses at BMTC, Central Workshops-I, Bangalore or submission of invoice or claim by the supplier whichever is later.	Please split the payment as under: 30% as mobilization advance 70% at the time of delivery of buses.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

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11	RFP DOCUMENT Page 32 Point 7 - Settlement of Disputes	Dispute Resolution: If any dispute arises in the matter concerning with the tender or agreement terms the decision of the Managing Director, BMTC shall be final and binding. In case of any litigation in the matter concerning with the tender or agreement terms the same shall lie within the jurisdiction of civil courts only at Bengaluru City".	It is requested that a three arbitrator panel may adjudicate the disputes, out which one arbitrator may be appointed by each party and the third presiding arbitrator may be appointed by such arbitrators mutually and as per Arbitration and Conciliation Act. Please amend this with Mumbai	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
12	RFP DOCUMENT Page 33 Point 10 - Right to use defective equipment	If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.	Please delete Guarantee word as it does not exist in today's scenario.	Agreed
13	RFP DOCUMENT Page 34 Point 14 (b) - Other Conditions:	Supplier should provide service support 24 x 7 for Break downs of buses.	Please add through Authorised dealer/channel partner.	Agreed
14	RFP DOCUMENT Page 37, Point 4 - QUALIFICATION CRITERIA - PAST EXPERIENCE For Chassis Manufacturer	Tenderer must have manufactured, tested, supplied the chassis or fully built buses up to at least 80% of the tendered quantity i.e., 656 Nos (80% of 820 Nos) chassis or fully built buses in any one of the last three financial years. i.e.2020-21, 2021- 22 and 2022-23.	This clause is to ensure the manufacturing capacity of the OEM. We have manufactured and supplied similar chassis to different STUs. Therefore request the point to be amended as the Tenderer must have manufactured, tested, supplied the Similar chassis or fully built buses upto at least 80% of the tendered quantity cumulative in the last three financial years.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

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15	RFP DOCUMENT Page 38, Point 3 - QUALIFICATION CRITERIA - TURNOVER For bus body builder	TURNOVER: Minimum annual turnover should be Rs.30.00 Cr. in at least two financial years out of last five financial years. i.e. during 2018-19,2019-20,2020-21, 2021-22 and 2022-23.	The Bus Body Builder must have turnover Minimum annual turnover should be Rs.30.00 Cr. in Cumulative of two financial years out of last five financial years. i.e. during 2018-19,2019-20,2020-21, 2021-22 and 2022-23	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
16	RFP DOCUMENT Page 38, Point 3 - QUALIFICATION CRITERIA - TURNOVER For bus body builder	b) Bus Body Builder should submit annual GST returns acknowledged by the concerned Tax Authority along with the Pre-qualification offer for the two financial years	The annual GST returns acknowledgment will not be provided by GST department. Request to accept annual GST returns acknowledged by our Chartered Accountant for the two financial years	Agreed
17	RFP DOCUMENT Page 38, Point 4 - QUALIFICATION CRITERIA - PAST EXPERIENCE For bus body builder	PAST EXPERIENCE: The Bus Body Builder must have constructed, supplied buses at least up to 25% of the tendered quantity i.e., 205 Nos (25% of 820 Nos) of fully built buses in any one of the last three financial years i.e.2020-21, 2021-22 and 2022-23.	The Bus Body Builder must have constructed, supplied Similar buses at least up to 25% of the tendered quantity i.e., 205 Nos (25% of 820 Nos) of fully built buses in any one of the last three financial years i.e.2020-21, 2021-22 and 2022-23. Request to also accept 205 nos of fully built buses in any one of the last 05 Financial Years (i.e. 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23) because 2020-2021 and 2021-2022 were affected due to covid-19.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

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18	Annexure-D TECHNICAL SPECIFICATIONS Page 1, Point 1 - CHASSIS Dimensions of Chassis (Single Deck) in mm.	WHEELBASE - 5537 mm (218") to 5639 mm (222')	Wheel base is chassis design parameter of OEMs and approved by ARAI as per CMVR norms. Request to provide range in Wheel Base - 5537mm (218") to 5700 mm(224") to accommodate the seating layout with proper leg space. Further the Tata offered chassis of 5700 mm(224") wheelbase has lesser turning radius for better manoeuvrability. All other major aggregates are the same for wheel base ranging from 5537mm-5700mm. We have supplied chassis 5700mm (224") to various STUs across the country and vehicles are running successfully. Further, we have also applied for revision of wheel base as required for BMTC tender. ARAI certification will take some addition time with this wheel base as required in BMTC tender. Request to allow tender participation with base chassis certificate with 224" wheel base. The revised chassis wheel base certificate shall be submitted at the time of proto approval.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
19	Annexure-D TECHNICAL SPECIFICATIONS Page 1, Point 1 - CHASSIS Front Overhang	Front overhang should be accommodating front door of size 864mm clear aperture ahead of front axle, FOH should be minimum of 33% of wheelbase.	The front overhang shall be provided to accommodate front door of size 864mm clear aperture ahead of front axle as per OEM design and approved by ARAI as per CMVR norms. Request to accept FOH should be minimum of 32% of wheelbase.	Accepted

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20	Annexure-D TECHNICAL SPECIFICATIONS Page 2, Point 3 - Engine	a) The front mounted internal combustion engine shall be four stroke of HINO /CUMMINS/ EICHER make or equivalent, six cylinder, compression ignition, that runs on high speed diesel oil equipped with common rail direct injection high pressure pump and controlled by ECU's, conforming to BS-VI emission standard.	Request to modify to TataCummins Engine.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
21	Annexure-D TECHNICAL SPECIFICATIONS Page 3, Point 10 - Gear Box	The Gearbox shall be of Manual Transmission, Synchromesh type with maximum five forward and one reverse gear of ZF make or equivalent suitably designed for operation on all terrain in city areas.	Gear Box is as per OEM design to provide best fuel performance and driver comfort and approved by ARAI. Request you to accept minimum Five forward and one reverse gear of ZF make or equivalent suitably designed for operation on all terrain in city areas.	The Gearbox shall be of Manual Transmission, Synchromesh type with minimum five forward and one reverse gear of ZF make or equivalent suitably designed for operation on all terrain in city areas.
22	Annexure-D TECHNICAL SPECIFICATIONS Page 5, Point 18 - Fuel & AdBlue Tank	a)The fuel tank (Metallic only) shall conform to the specification of SAE 703 with a storage capacity of maximum 160 Litres. c)The AD blue tank, if provided should have filling capacity of minimum 30 ltrs and maximum of 40 ltrs and also top-up level indication on the tank be provided	Request to accept metallic or plastic fuel tank with Maximum250 Litres capacity as per approved ARAI. Request to accept AD blue (DEF) tank capacity to maximum of 60 Litres and with top up indicator on cluster as per approved ARAI.	a)The fuel tank (Metallic only) shall conform to the specification of SAE 703 with a storage capacity of maximum 185 Litres. b)The AD blue tank, if provided should have a maximum capacity of 60 ltrs and also top-up level indication on the tank be provided
23	Annexure-D TECHNICAL SPECIFICATIONS Page 6, Point 24(a) - Warranty	a) The unconditional warranty for "Chassis, Assemblies/ Sub-assemblies such as Air intake system, Engine assembly, HPP, Radiator, Intercooler, Water Pump, Fuel system & its components, Turbocharger, Air compressor, Clutch system & its components, Gearbox & its components, Starter, Alternator, Propeller Shaft assy., Front Axle assembly, Rear Axle assembly, Brake system & its components, Pneumatic system & its components, Steering system & its components, Air Suspension system & its components, all Electrical components (ECU's, Control Units, Sensors, Wiring harness, Wiper) and Bus Body & its components", will be for 2.50 lakh kms or 3 years, whichever is later, from date of commissioning of the vehicle.	Please amend this with "whichever is earlier from the date of invoice".	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

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24	Annexure-D TECHNICAL SPECIFICATIONS Page 6, Point 24(d) - Warranty	a) E.A.T.S should be covered under warranty period up to 5 years from the date of commissioning of the vehicle, as described at sl.no.8.	Please delete this clause as EATS shall be subject to original warranty given by the OEM manufacturer.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
25	Annexure-D TECHNICAL SPECIFICATIONS Page11, Point 02 - DIMENSIONS	Seating capacity : Minimum 42+1 DR	As per the seating layout we can provide 41+DR	Accepted

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26	Annexure-D TECHNICAL SPECIFICATIONS Page 13, Point 04 - BODY MOUNTING	M.S. End Plates of size 90 x 150 x 6mm thickness be fully welded on both ends of channels for mounting of Main and Stump pillars.	M.S. End plates of size 75 x 125 x 6mm thickness can be provided.	Accepted
27	Annexure-D TECHNICAL SPECIFICATIONS Page13, Point 05 - DRIVER'S CABIN STRUCTURE AND FLOORING	c) The main support structure to the Driver's cabin floor is of M.S. Rolled "C" Channel of size 50x100x50x6mm.	We can provide main support structure to the Driver's cabin floor is of M.S. Rolled "C" Channel of size 50x100x50x5mm in line with same 14 Nos. of MS Channel in the floor.	Accepted
28	Annexure-D TECHNICAL SPECIFICATIONS Page 15, Point 06- SIDE STRUCTURE	c) Octagon shape reinforcement plates of size 125 x 125 x 3 mm be provided	Welding of octagonal shape reinforcement plates is not possible since the windows are rubber mounted.	Triangle shape reinforcement plates of size 125 x 125 x 3 mm be provided
29	Annexure-D TECHNICAL SPECIFICATIONS Page 20, Point 13 - BATTERY BOX, DIESEL TANK LID AND UREA TANK LID	The frame sides be covered with 18 SWG Aluminum sheet and bottom 10 SWG aluminium chequered sheet rivetted to the respective structure rigidly.	Instead of 18 SWG Aluminium Sheet, we can use 1 mm Stainless Steel Sheet for frame sides.	Accepted
30	Annexure-D TECHNICAL SPECIFICATIONS Page 29, Point 27 - FRONT AND REAR WIND SHIELD PAN AND GLASSES	b) The glass be fixed in good quality EPDM rubber glazing of size 2" with a minimum inclination of minimum 180 to the vertical plane.	The inclination will be provided as per the CMVR Certificate (AIS-052).	The inclination to be as per AIS-052
31	Annexure-D TECHNICAL SPECIFICATIONS Page 32, Point 32 - FRONT COWL CUM BUMPER	f) The grill be mounted with hinges and Knob / budget type locks be provided at both sides of grill. One stopper be provided for the grill.	The grill will be mounted with gas spring and pivot in line with previous supply to BMTC	Accepted

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32	Annexure-D TECHNICAL SPECIFICATIONS Page 33, Point 33 - WIRING AND LIGHTING	j) The buses are to be fitted with three cameras, Two way communication and MNVR compliant as per AIS-153, with a warranty of five years.	We request you to kindly share the position of camera and we also request you to permit of warranty for 03 years.	Cameras position will be finalized during prototype bus inspection.
33	Annexure-D TECHNICAL SPECIFICATIONS Page 34, Point 33 - WIRING AND LIGHTING	LED Roof lamps for interior Roof: For the full length of saloon area interior roof lamps of good quality and attractive LED roof lamps having output wattage of 2.5W to 10W, the illumination of roof lamps shall not be less than 150 lux, at any seating place of the bus.	Lux level will be maintained minimum 50 lux as per Bus body Code Certificate (AIS-052).	LED roof lamp Lux to be as per AIS-052.
34	Annexure-D TECHNICAL SPECIFICATIONS Page 35, Point 40 - ACCESSORIES	d) Three Nos. dry powder type fire extinguisher of 6 + 2 + 2 Kgs totaling to 10 kgs capacity conforming to IS:2171:1985 (tested for 30 kg f/cm2) be fitted with holding bracket	We can provide 02 nos. dry powder type fire extinguisher of 6+4 kgs totaling to 10 kgs capacity	Accepted
35	Annexure-D TECHNICAL SPECIFICATIONS Page 50, Point iv(8)(9) -ITS Integration	8) Provide access to the data or fails to integrate with the BMTC ITS/AVLS shall be done within 45 days of commissioning of fleet. Penalty of Rs.750 per bus per week will be levied for failure. 9) If any partial data/no data/ delayed data / in accurate data is received from the devices, though the trip is operated completely, Penalty of Rs.500 per bus per week will be levied.	BMTC to nominate a single point of contact and to provide all documentation (PAN, AADHAR, Photo, Filled up form...Etc) required for integration, BMTC portal Server IP address and Port ID required for ITMS integration to be provided along with the LOA to complete the integration during trail phase. BMTC to provide backend server to integrate the data. Please add "subject to maximum of Rs. 5,000/- per vehicle. Please add "subject to maximum of Rs. 5,000/- per vehicle.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

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M/s. Ashok Leyland Ltd.				
36		1) Complete set of Type Approval Certificate (TAC) with Annexure-II having the details of Chassis Dimensions, Aggregates as per Table-7 of AIS-007 applicable for model / specific variants offered by the Tender should be uploaded along with other documents of Pre-qualification. If the same is runs into hundreds of pages, Certificate part can be uploaded as a pre-qualification criteria and complete set of Hard Copies along with Annexures shall be invariably submitted with other documents.	Request to kindly delete this requirement of submitting the complete TAC. Relevant pages of ARAI will be submitted in soft copy along with Bid.	The bidder should submit type approval certificate along with table -7,11 and 13
37	Chassis	b) Chassis shall comprise of ....24 V Heavy Duty Wiper Assembly..... h)Front end structure (without cowl), Front & Rear bumper to be provided.	b)24 V Heavy Duty Wiper Assembly will be in body scope. h) Chassis will come with temporary arrangement for headlamps and tail lamps as per CMVR. Actual bumpers will be mounted only during body building which will be integrated with body structure. Hence bumper to be shifted from chassis scope to body scope.	The wiper assembly and bumpers to be supplied as per specifications for the fully built bus.
38	Emission system of BS-VI chassis (EATS)	Should be covered under warranty period up to 5 years.	Authority to consider Warranty to be 2 years or 2 lakh kilometers from the date of sale whichever is earlier now that BS VI is established with majority of STU's in India since April 2020.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

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39	Gear Box	The Gearbox shall be of Manual Transmission, Synchromesh type with maximum five forward and one reverse gear of ZF make or equivalent suitably designed for operation on all terrain in city areas.	We request BMTC to amend as "The Gearbox shall be of Manual Transmission, Synchromesh type with Minimumfive forward and one reverse gear of ZF make or equivalent suitably designed for operation on all terrain in city areas." We shall be offering six forward gears and one reverse gear. However, we strongly recommend to use transmission system with clutch pedal less gearshift to driver/Automated manual transmission (AMT) for city application with heavy clutch pedal operation for gear shifting, which will greatly reduce driver fatigue, improve passenger experience and enable consistent mileage by removing driver skill as a variable	The Gearbox shall be of Manual Transmission, Synchromesh type with minimum five forward and one reverse gear of ZF make or equivalent suitably designed for operation on all terrain in city areas.
40	Steering	a) Steering reservoir should be transparent type having upper and lower limit of oil and should be located at suitable place for easy maintenance and proper opening to be provided in top most area of Dashboard for easy top-up, after bus body building. Reservoir cap should be clamped with chain or plastic cord.	Steering reservoir will be located on chassis as per OEM designin line with earlier supplies to BMTC.	Agreed
41	Brakes	c)Graduated type hand control valve shall be provided on the right hand side of the Driver (which shall be easily accessible to Driver) mounted on floor, with Hand Brake system operating with actuators on rear wheels. d)D.D unit, Automatic Slack Adjuster, Relay valve and other necessary valves be provided for proper functioning of front & rear brakes.	c)Graduated type hand control valve shall be located on Right hand side of driver on dashboard/floor which is easily accessible to driver. d)Air drier unit shall be as per OEM design with **ASP Plus**	As per manufacturer design

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42	Fuel & Adblue Tank	The fuel tank (Metallic only) shall conform to the specification of SAE 703 with a storage capacity of maximum 160 Litres. The AD blue tank, if provided should have filling capacity of minimum 30 ltrs and maximum of 40 ltrs and also top-up level indication on the tank be provided.	Authority to consider the OEM design. With minimum 180Ltrsmetallic fuel tank. The AD blue tank with dry capacity of 30-litrs shall be provided which will have 7 litrs reserve capacity and re-filling capacity of 24 Lts as per OEM design-	a)The fuel tank (Metallic only) shall conform to the specification of SAE 703 with a storage capacity of maximum 185 Litres. b)The AD blue tank, if provided should have a maximum capacity of 60 ltrs and also top-up level indication on the tank be provided
43	Electrical System	b) One Mechanically Hand Operated battery isolation switch shall be provided in battery box.	Mechanically / Electrically operated battery isolation switch shall be provided near battery box with driver control switch in dashboard.	Agreed
44	Instrument panel	a) Battery indicator displaying volts / Voltmeter / Ammeter, Temperature gauge, Engine oil pressure gauge / low oil pressure warning lamp, Urea level gauge, %age soot accumulation indication, Engine RPM Meter of tamper proof type and temperature alert (buzzer). Real time KMPL to be displayed. c)Warranty to be provided for Instrument Cluster Unit up to 5 years.	Following to be amended : 1. % age soot accumulation indication cannot be provided in instrument cluster. (Regeneration indication will pop up in the cluster if soot exceed the permissible limit) 2. Battery voltage instead of battery charging current shall be displayed in cluster in line with earlier supplies to BMTC. 3. Authority to consider the Warranty clause of Instrument Cluster Unit up to 2 years from date of invoice.	1. Induction of soot to be provided. 2. Agreed 3. Adhere to tender condition

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45	Warranty	a) The unconditional warranty for "Chassis, Assemblies/ Sub-assemblies such as Air intake system, Engine assembly, HPP, Radiator, Intercooler, Water Pump, Fuel system & its components, Turbocharger, Air compressor, Clutch system & its components, Gearbox & its components, Starter, Alternator, Propeller Shaft assy., Front Axle assembly, Rear Axle assembly, Brake system & its components, Pneumatic system & its components, Steering system & its components, Air Suspension system & its components, all Electrical components (ECU's, Control Units, Sensors, Wiring harness, Wiper) and Bus Body & its components", will be for 2.50 lakh kms or 3 years, whichever is later, from date of commissioning of the vehicle. b) Batteries should be covered under a warranty period of 2 years from date of commissioning of the vehicle, adhering to the supply as per 14 (r) under SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC). c) Tyres should perform up to Non-Skid depth on the basis of normal & wear tear, from the date of commissioning of the vehicle, adhering to the supply as per 14 (s) under SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC). d) E.A.T.S should be covered under warranty period up to 5 years from the date of commissioning of the vehicle, as described at sl.no.8. e) L.E.D destination boards and Voice Announcement System should be covered under a comprehensive warranty of 10 years. f) Instrument Cluster should be covered under warranty period up to 5 years from the date of commissioning of the vehicle, as described at sl.no.21. g) Camera and mNVR should be covered under a warranty period of 5 years from date of commissioning of the vehicle. h) Vehicle Location Tracking and Panic Button should be covered under a warranty period of 5 years from date of commissioning of the vehicle.	Kindly delete the word unconditional Warranty. Requesting authority to consider the tender clause as Standard warranty for Chassis and Bus Body as 2.5 Lakh Kilometers or 3 years from the date of invoice. Differential warranty terms for wear including Tyre, Battery, Bulb, Fabrics etc. will be as per the manufacturer warranty terms. Differential warranty terms for proprietary items not manufactured by OEM such as Turbo Charger, Alternator, Starter Motor, FIP, Propeller Shaft, etc. will be as per respective vendors warranty policy	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

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46	Vehicle Location Tracking (VLT) with Emergency Panic Buttons As per AIS-140	Requirement of VLT and Panic Buttons as per AIS-140 and as described at main point G.	Requesting authority to consider the VLT system warranty for a period up to 2 years or 2 Lakh kilometers from the date of invoicewhichever is earlier.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
47	. Documents to be furnished along with the Tender:	Documents to be furnished along with the Tender: 1) The Tender documents shall include one copy of operator's manual, specification card and workshop manual for all the models offered in the tender. 2) Publication of specifications for each model offered in the tender. 3) Manufacturer's chassis drawing including large scale drawings for use of bus body builders. 4) Periodicity for replacement of all types of lubricants along with recommended specification and filters with part numbers. 5) List of Authorized dealers. 6) Enlarged drawing showing front end, steering, engine units etc.,	Kindly allow submission of these said documents along with Prototype bus and not at the time of Bid submission. The File sizes are huge specially for operator manual and workshop manual and cannot be uploaded in portal. We can submit in Pen Drive or CD/Hardcopy at the time of Proto Delivery. Request to kindly allow submission of these documents due to shortage of time for bid submission.	Agreed
48	Other Terms and conditions:	1) OEM should furnish a comparison chart showing the differences between the earlier supplied and about to supply bus model listing all the modifications/ technology differences made in the spares/ sub-assemblies/ assemblies for having better knowledge and to perform effective maintenance. (Before / After Tender) 2) An authenticated copy on periodicity for replacement of all types of lubricants & filters are to be provided along with necessary specifications of the bus model. 3) An authenticated copy on the specification including make, model/ type, capacity along with part no's to be provided for all spares, sub-assemblies/ assemblies of the bus model. 4) OEM should provide detailed technical specification consisting of physical/ chemical properties for lubricants recommended.	Request to Kindly clarify if these documents have to be submitted along with Tender or after award of contract. Since this is a short term tender and due to shortage of time for bid submission, we request to kindly allow submission of these at the time of prototype delivery	Agreed

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49	10	With respect to usage of Sub-assemblies / Aggregates / parts of bus bodies, approved sources having TAC and COP indicated in the Table-22 of the Type Approval Certificate of the Tenderer or their Authorized Body Builder to be considered with due approval of CME, BMTC.	Considering single invoice, Authority to consider only OEM Sub-assemblies / Aggregates / parts of bus bodies, approved sources having TAC and COP indicated in the Table-22	Agreed
50	11	DIMENSIONS Seating capacity minimum– 42+D	Requesting authority to consider 41+D in line with earlier supplies to BMTC.	Agreed
51	13	BODY MOUNTING: The Cross Bearers be mounted on the chassis without drilling any holes on the Chassis long members. M.S. Base Plates of size minimum 175x150x6mm be welded to these Rolled M.S. Channels (Cross Bearers) at the bottom. Diagonal holes of 5/8" (16mm) Dia. be drilled for these base plates for fitment of "U" Bolts. In between Chassis longitudinal and Base Plates, 12mm thickness Balata Packing in single piece be provided. M.S. End Plates of size 90 x 150 x 6mm thickness be fully welded on both ends of channels for mounting of Main and Stump pillars	Requesting authority to modify the technical specification as 75 x 150 x 6mm – Since this is available as standard size and sufficient for take care of robust of the body, proven design in line with earlier supplies	Agreed
52	13	DRIVER'S CABIN STRUCTURE AND FLOORING: c) The main support structure to the Driver's cabin floor is of M.S. Rolled "C" Channel of size 50x100x50x6mm.	We can provide main support structure to the Driver's cabin floor is of M.S. Rolled "C" Channel of size 50x100x50x5mm in line with same 14 Nos. of MS Channel in the floor.	Agreed
53	14	SIDE STRUCTURE: c) Octagon shape reinforcement plates of size 125 x 125 x 3 mm be provided	Welding of octagonal shape reinforcement plates is not possible since the windows are rubber mounted. Request to kindly amend,	Triangle shape reinforcement plates of size 125 x 125 x 3 mm be provided

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54	20	BATTERY BOX, DIESEL TANK LID AND UREA TANK LID: The frame sides be covered with 18 SWG Aluminum sheet.	Requesting authority to also consider the proven design of the frame sides be covered with 1mm stainless steel sheet in line with earlier supplies	Agreed
55	23	LED DESTINATION BOARDS: 4 numbers Electronic based LED display boards at front, rear, LH side and interior along with next stop voice announcing system having GPS based receiver/antenna and speakers be provided. The specifications of the LED board is enclosed. The approval of LED boards be obtained from CME before fitment. Necessary reinforcement be provided for proper fitment. The LED destination boards shall be part of the structure to avoid sharp edges from the passenger safety point of view.	Requesting authority to consider the supplier make in line with last supplies to BMTC from the OEM approved make	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
56	25	BONNET ASSEMBLY: Original bonnet assembly supplied along with Chassis be retained. The outer surface of bonnet be applied with Hammer tone gray paint. Gear lever cutout rubber should be of good quality Bonnet assembly will be supplied along with fully built bus and approval is to be obtained from CME.	Bonnet assembly will be supplied along with fully built bus in line with earlier supplies.	Agreed
57	29	FRONT AND REAR WIND SHIELD PAN AND GLASSES: The glass be fixed in good quality EPDM rubber glazing of size 2" with a minimum inclination of minimum 18 degree to the vertical plane.	The inclination will be provided as per the CMVR Certificate (AIS-052). Request to kindly amend this clause	The inclination to be as per AIS-052
58	32	FRONT COWL CUM BUMPER: The grill be mounted with hinges and Knob / budget type locks be provided at both sides of grill. One stopper be provided for the grill.	Requesting authority to consider the technical specification as grill will be mounted with gas spring and pivot pins	Agreed

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59	33	WIRING AND LIGHTING: j) The buses are to be fitted with three cameras, Two way communication and MNVR compliant as per AIS-153, with a warranty of five years.	We request you to kindly share the position of camera and we also request you to permit of warranty for 03 years.	The position of the cameras will be finalized during the protoinspection and warranty shall be for 5 years.
60	32	WIRING AND LIGHTING: LED Roof lamps for interior Roof: For the full length of saloon area interior roof lamps of good quality and attractive LED roof lamps having output wattage of 2.5W to 10W, the illumination of roof lamps shall not be less than 150 lux, at any seating place of the bus.	Lux level will be maintained minimum 50 lux as per Bus body Code Certificate (AIS-052). Request acceptance.	LED roof lamp Lux to be as per AIS-052.
61	35	ACCESSORIES : d) Three Nos. dry powder type fire extinguisher of 6 + 2 + 2 Kgs totaling to 10 kgs capacity conforming to IS:2171:1985 (tested for 30 kg f/cm2) be fitted with holding bracket.	We can provide 02 nos. dry powder type fire extinguisher of 6+4 kgs totaling to 10 kgs capacity. Request acceptance.	Agreed
62	50	F) Specifications of wiper motor 4) 10 L Water bottle – 1 No.	Requesting authority to modify the technical specification as Water Bottle capacity as 3 Liters in line with earlier supplies to BMTC	Agreed
63	21	Insurance 10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and Strikes. The buses shall be insured in an amount equal to 110% of value of the goods while in transit from supplier point to the delivery point of purchaser i.eupto BMTC Central Workshops Bengaluru-560027.	Transit Insurance will be taken as per OE policy. Request acceptance.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

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64	23	17.1 The Purchaser may at any time (before acceptance of prototype), by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following: i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; ii. the method of shipping or packing; iii. the place of delivery; and/or iv. the Services to be provided by the Supplier. 17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.	Change order being requested by the authority should be in compliance to prevalent CMVR norms and should be available with applicable vendor inside India, Subject to above, requesting authority to consider 45 days from the date of receipt of change order towards submission of cost and delivery schedule for BMTC acceptance Only after mutual consent will the change order be amended in the contract.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
65	19	7.6. Manuals and Drawings 7.6.1. Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goodsand equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications. 7.6.2. The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract. 7.6.3. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings havebeen supplied to the Purchaser.	Operator manual, service manual and spares parts catalogue can be provided on CD format – Requesting authority to consider	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

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66	19	Incidental service 12.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:a. performance or supervision of the on-site assembly and/or start-up of the supplied Goods;	Requesting authority to elaborate more on performance or supervision of the on-site assembly and/or start-up of the supplied Goods.	Explanation wiill be shared to the Successful bidder
67	19	Incidental service 12.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: c. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract and training of the Purchaser's personnel, at the Supplier's plant and/or onsite, in assembly, start-up, operation,	c. Maintenance is the scope of authority, Necessary training on maintenance and repair of the supplied Goods shall be provided at depot. Authority to confirm the participants list to plan for the training at time of PO.	Explanation wiill shared to the Successful bidder
68	30	Guarantee on fuel performance 1.1.1. The Supplier shall be responsible for guarantee on fuel (HSD) performance for the Chassis/fully built buses supplied under this Contract. Method of calculation of fuel performance i.e. High Speed Diesel Kilometre per Litre (HSD KMPL) is as below: a) The BS-VI fully built bus supplied under this tender shall achieve a target HSD KMPL of 4.14 and the shortfall in the KMPL performance of these buses will be calculated as described at below point (e.) b) The KMPL achieved by the buses which are less than the targeted KMPL are referred as low KMPL buses and details of such low KMPL buses will be communicated to OEM periodically i.e. 15th of every month by the respective zones/ Central Offices for the purpose of improving the fuel performance. c) The Supplier shall also keep watch on the fuel performance of buses after the fixation of target KMPL and collect information periodically through its field executives from the divisions, where the buses are deployed and operated, for the purpose of monitoring the KMPL and also to attend to such vehicles whose fuel performance is less than the target fixed. d) The Tenderer should attend to low KMPL vehicles	Request BMTC to fix mileage target of Min. 4 KMPL¬ less 2% KMPL for overall fleet average of corporation for buses supplied under the tender. Tenderer will ensure that overall corporation average is complied and shall not be accountable for mileage of individual buses not meeting the stipulated target.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

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		and ensure that these vehicles achieve the stipulated targeted HSD KMPL during the warranty period of 3 years from the date of commissioning of the buses as part of this Fuel Performance Guarantee clause. e) At the end of the warranty period of each bus, the cumulative KMPL of the bus will be worked out and the cumulative HSD KMPL performance of all the buses in the zones at the end of the warranty period will be compared with the targeted KMPL and if the cumulative KMPL is less by 2% or more compared to the Targeted HSD KMPL, the Corporation will have the right to invoke the "Guarantee on fuel performance clause" to recover the cost of excess consumption of HSD due to low fuel performance during the warranty period from the Security Deposit or from any pending amount with the Corporation		
69		Right to use defective equipment If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods untilrectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.	Vehicle will be attended as per warranty policy at the earliest, Requesting authority to not run vehicle in defect condition as it may lead to consequential failure,	Agreed
70	30	Other conditions c) Fully built buses shall be compliant to AIS-052, AIS-140 & AIS-153. The process of integration of AIS-140 for all these vehicles should be undertaken by the supplier with the existing system of the purchaser failing which an amount of Rs.500/- per vehicle per week will be withheld till the satisfactory completion of the said work. Further, BMTC will nominate a person with all the required details for integration work. The successful bidder shall ensure the supply and fitment of VLT and panic button as	Request to Kindly delete this clause of Penalty as Integration will require multiple coordination with BMTC and other Vendors of BMTC.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

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71	14	27. Purchaser's right to vary Quantities at Time of Award 27.1. The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule ofRequirements without any change in unit price or other terms and conditions.	Request authority to exercise the right for increase/decrease of quantity within the stipulated bid validity period of 180 days in line with clause 14.1, Section II post tender bid submission.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
72	24	22. Liquidated Damages (Delay Penalty): 22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Serviceswithin the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remediesunder the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once themaximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.	Requesting authority to consider liquidated damages, a sum equivalent to 0.1% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 3% of the Contract Price	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
73	23	24. Force Majeure 24.1. "Neither party shall be liable for any failure to perform its obligations hereunder where such failureis as a result of acts of God (including fire, flood, earthquake, storm, Hurricane or other naturalepidemic, disasters, war, invasion, act of foreign enemies, hostilities (whether war is declared or not)),civil war, terrorist activities, Govt. sanction, blockage, embargo or any such events which are beyondthe reasonable control of the parties. Notice informing such occurrence shall be sent the other party within 3 days of such occurrence.	Requesting authority to considerNotice informing such occurrence shall be sent the other party within 7 days of such occurrence	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

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74	Prequalification Condition for tenderer (chassis manufacturer)	Sub point No.03 : Turnover : b)The Tenderers should submit annual GST returns acknowledged by the concerned Tax Authority along with the Pre-qualification offer for preceding three financial years.	The annual GST returns acknowledgment will not be provided by GST department. So we will submit annual GST returns acknowledged by Chartered Accountant. Further GST Returns for FY 2022-23 is still not available since Filing was done only in December 2023. Request to kindly consider GST Returns for FY's 2019-20, 2020-21& 2021-22.	Agreed
75	Prequalification of the sub contracting bus body builders of the tenderers :	EVALUATION CRITERIA : Sub point No.03 : Turnover : b)Bus Body Builder should submit annual GST returns acknowledged by the concerned Tax Authority along with the Pre-qualification offer for the two financial years.	The annual GST returns acknowledgment will not be provided by GST department. So we will submit annual GST returns acknowledged by the Chartered Accountant for the two financial years.	Agreed
76	G	The ATD shall provide the output as per NMEA0183 for GPRMC packets to PIS controller	No GPS packets need to be sent to PIS controller. It is independedn	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
77	H- Cameras and MNVR	Camera Recording Duration- 40 hours in-built recording storage capability	Cameras don't need to have inbuilt storage since storage is in NVR	Agreed
78	H- Cameras and MNVR	Fixed Lens- 3.6mm	2.2 MP is enough to reduce bandwith for transmission	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
79	H- Cameras and MNVR	Recording Modes	Need to be removed. Cameras will not be configured for door opening etc.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
80	H- Cameras and MNVR	Transmission and Remote Monitoring of 'Video surveillance' data	Remote monitoring will not be done. All monitoring will be done from Server	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
81	H- Cameras and MNVR	Event Based Recording And Tagging	Need Clarification	Incase of any events, recordings and tagging to be made available as per RFP.
82	H- Cameras and MNVR	Integrated Applications / Software to be Supplied along with Equipment and all Protocol will be proprietary	Need to remove Window Server 2012 R2 Standard. All applications are in the scope of BMTC. Standard Protocol wll be sent.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.
83	H- Cameras and MNVR	Analytics	Passenger counting/ Facial recognition, etc need to be removed	Head count of passenger count validation, facial recognition, driver behavior detection can be removed.
84	H- Cameras and MNVR	Provide access to the data or fails to integrate with the BMTC ITS/AVLS shall be done within 45 days of commissioning of fleet.	Need Clarification on Integration part since it depends upon 3rd part integration in BMTC side.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

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85	Electronic based L.E.D cctv Display Boards along with next stop voice announcing system having GPS based receiver / antenna and speakers:	Penalty	Need 96 hours instead of 24 hours	The bidder should attend the defects within 48 hours instead of 24 hours
86	Warranty	L.E.D destination boards and Voice Announcement System should be covered under a comprehensive warranty of 10 years.	LED Destination system can be given 10 years but amplifiers and Speakers need to be for three years because due to Dust and non AC buses they need to be replaced.	Adhere to tender condition, plz refer tender documents uploaded on 09.02.2024.

CME, BMTC

COSP, BMTC

CAO, BMTC 15/2/24